



Exhibit A to the Master Services Agreement

Service Level Agreement

1. Service Level Agreement Overview

Zayo is committed to providing reliable, high-quality services to support Customers using Zayo solutions. This Service Level Agreement (SLA) outlines the minimum service a Customer may expect from Zayo for the contracted services.

The following SLAs represent Zayo's sole responsibility and the Customer's sole remedy related to service for these key service areas:

- On-time Installation Guarantee
- Service Availability
- Customer Satisfaction Guarantee

2. Service Level Commitments

2.1. General Service Policies

Customers may open a Trouble Ticket using one of the following methods:

- (a) Calling Zayo Customer Support at 1-866-629-8200
- (b) Emailing Zayo Customer Support at zayosupport@zayoms.com
- (c) Opening a trouble ticket through the Zayo Customer Web Portal

Contact and escalation procedures can be located here:

http://www.zayoms.com/contact_nocrepair.shtml

New Zayo service installations that include Private Data Network Service or other transport related services are scheduled as close as possible to the incumbent local exchange carrier's firm order commitment for their installation of the T1 local loop circuit.

Change requests to existing services are typically handled in one to two business days. New additions to existing service, such as adding incremental new voice service, hunt groups, auto attendants, etc., are handled in two business days. Local Number Portability lead times are 10 business days.

2.2. On-time Installation Guarantee

After a Customer's order has been accepted and entered into Zayo's provisioning system, a Firm Order Commitment (FOC) date will be provided to the Customer. Zayo guarantees the Customer's service will be installed on or before the specified FOC date.



The On-time Installation guarantee is subject to the following conditions:

- Expedited Zayo orders will not be eligible
- Zayo orders supplemented (including service or installation date changes) by request of the Customer after the original specified FOC date will not be eligible
- Local loop access circuit must be ordered and provided by Zayo
- Customer shall cooperate with Zayo in the entire installation process and provide accurate detailed demarcation information and onsite contact information
- Customer must be physically present at the time of installation and provide access to appropriate building facilities on the date(s) agreed to by the Customer and Zayo' Provisioning team or subcontractors.
- Customer's LAN equipment (firewall, router, switches, etc.) must not block IP phones, video codecs, or other equipment necessary for service from properly communicating with the Zayo core services platforms.
- If the Customer is installing their own premise equipment

Zayo service is considered to be installed on-time when data packets can be successfully routed between the Zayo data network and the Customer premise equipment utilizing the Zayo Service.

If Zayo determines the On-time Installation guarantee was not met, the Customer is eligible for a one-time credit equal to fifty percent (50%) of the Zayo install fee for all Zayo services specified to be completed within the FOC date.

2.3. Service Availability

The Zayo goal is to make the Zayo service available to the Customer free of service outages for 100% of the time. Zayo guarantees the provided service in the following manner:

Zayo warrants that Services provided on the Zayo network, defined as the Zayo IP infrastructure, will be available on a continuous, twenty-four hour per day seven day a week basis, with the following service level commitments:

For Core Network Infrastructure:

- A Network Availability standard of 99.999% or better;
- An average round-trip delay (Latency) rate of 50 ms or less;
- A Packet Delivery standard of 99.9% or better.



For Voice over IP and Video Services, a maximum delay variance (Jitter) of 20 ms

For Shared Web Hosting and Managed Application Services:

- An Application Availability standard of 99.9% (measured on HTTP service for Managed Web Server; measured on SQL service for Managed Database Server)

For Core Network Infrastructure, Voice over IP and Video Services, Service Level standards shall be measured by Zayo using monthly averages of sample measurements taken between core Provider Edge routers. For Hosting Services, the Service Level standards shall be measured by Zayo using measurements taken monthly between Zayo monitoring servers and Customer's selected Service.

In the event that Zayo fails to meet its Core Network Availability or Application Availability Service level commitment due to a Zayo network outage (other than during a maintenance period or planned service outage), Customer will be eligible to receive a Service Credit equal to one day of its monthly recurring Service charges for affected services for each cumulative hour that the Zayo Service was unavailable during the month that the outage occurred, not to exceed fifty percent (50%) of one month's Service fees.

Customer shall not be eligible for Service Credit where interruptions, outages, Service deficiencies, or access or use problems:

- a. are caused by Customer (or Customer premises hardware or software, including commercial power failures);
- b. are caused by network maintenance, repair, improvements, or modifications deemed necessary by Zayo in its sole discretion
- c. are attributable to local, regional, or national carriers that provide transport services to Zayo or to Customer
- d. occur during time periods when Zayo does not have access to the premises where access lines to Services are terminated or when Customer does not release Services for testing and/or repair and continues to use Services on an impaired basis
- e. are due to unauthorized or unlawful use of the Services by Customer or its end users, or other breach of Zayo Terms and Conditions as outlined in the Master Services Agreement.
- f. are attributable to events listed in Section 10 (Force Majeure) of the Zayo Master Services Agreement.

3. Credit Structure

3.1. Eligibility

To receive Service Credit, Customer must be in good financial standing with Zayo and must be compliant with the terms and conditions of the Zayo Master Services

Agreement. A Customer's failure to comply, including without limitation a failure to pay charges on a timely basis, will invalidate the Guarantees.

At the end of a calendar month, Customer may submit a request for Service Credit to Zayo. The request shall be in the form of a Trouble Ticket for that month and shall note the time, day, and length of the Service outage or deficiency, including, if applicable, the technical support ticket number. Within thirty (30) days of Zayo receipt of Customer's request, and after verification of the Service outage or deficiency, Zayo will issue a Service Credit to the Customer. Service Credit may only be used by Customer against future Zayo invoices. Customer waives any claim for Service outages or deficiencies if Customer fails to submit a report by the fifteenth (15th) business day of the month following the month in which the Service outage or deficiency occurred.

3.2. Credit and Payment Procedure

Service Credits will be applied to the Customer's invoice within two (2) billing cycles. For purposes of calculating Service Credit, one (1) day credit is equal to 1/30 of the Billed Monthly Recurring Charge for the adversely affected Zayo service.

Credits may arise from multiple service guarantees outlined in this SLA. Excluding the On-time Installation guarantee, the total combined Service Credit will not exceed fifty percent (50%) of the Customer's Billed Monthly Recurring Charge for affected services for the month in which the service issue occurred.

4. Definitions

4.1. "Customer"

Customer shall mean a Zayo customer who has executed a binding agreement for Zayo Services, excluding any Customer whose account is, or during the period in question, is not in good financial standing with Zayo, or is in violation of the terms and conditions outlined in the Zayo Master Service Agreement.

4.2. Priority 1 Ticket

Trouble ticket classification for issues in which a Zayo service problem is effecting all users at a service location.

4.3. Billed Monthly Recurring Charge

This is the base monthly recurring fee paid by the Customer for Zayo service for a designated service location. For purposes of applying SLA credits, the Billed Monthly Recurring Charge does not include usage-based charges such as domestic or international long distance, 411, operator assistance, or usage related charges related to video services.



4.4. Zayo Service Location

A location where a Customer uses Zayo Services with a Zayo-ordered local access circuit with speeds of full T1 or above